

EXHIBIT C

COPY

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1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF MARYLAND
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5 XEROX CORPORATION, :
6 Plaintiff :
7 Vs. : CIVIL ACTION NO.
8 PHOENIX COLOR CORPORATION: L-02-CV-1734
9 and TECHNIGRAPHIX, INC., :
10 Defendants :

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12 Deposition of DONALD C. TYLER, taken on
13 Wednesday, March 5, 2003, at 1:28 p.m., at the
14 offices of Weinstock, Friedman & Friedman, P.A.,
15 Executive Centre, 4 Reservoir Circle, Suite 200,
16 Baltimore, Maryland, before Ilana E. Johnston,
17 R.P.R. and Notary Public.

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19
20 Reported by:
21 Ilana E. Johnston, R.P.R.

CRC-SALOMON
Baltimore, Maryland
Phone (410) 821-4888 Fax (410) 821-4889

1 A. Repeat the question, please.

2 Q. Would you have signed this lease if your
3 name was not printed out or written out above
4 where you signed?

5 MR. GAUMONT: Objection to form. Asked
6 and answered.

7 A. No, sir.

8 Q. No. Would you have signed this lease
9 agreement if the customer's name was not filled
10 out?

11 MR. GAUMONT: Objection to form.

12 A. Yes, sir.

13 Q. Why?

14 A. Because in my dealings with Xerox over
15 the period of time on numerous lease agreements
16 my concentration was that I was purchasing the
17 meat of the contract, which is the components of
18 the 6180 and the current lease breakdown and my
19 name and Bruce's name.

20 Q. So it didn't matter to you whose name
21 was in the space marked customer's legal name?

1 MR. GAUMONT: Objection.

2 Characterization, form. Mr. Friedman, please
3 keep your voice down.

4 MR. FRIEDMAN: Mr. Gaumont, I'm going to
5 raise my voice so he can hear me because I don't
6 want you accusing me of speaking too softly.
7 We've already had testimony that he doesn't hear
8 well.

9 MR. GAUMONT: You're yelling.

10 MR. FRIEDMAN: No, I'm speaking loudly
11 so that he can hear me.

12 Q. Am I speaking too loudly for you?

13 A. A little bit now, yeah. As long as I
14 can see you, sir.

15 Q. As long as you can see me. All right.

16 A. Yes. Please repeat the question,
17 please.

18 Q. It didn't matter to you whether the
19 customer's legal name was filled out?

20 MR. GAUMONT: Objection. Foundation,
21 form.

1 Q. Is that your testimony?

2 A. I concentrated on the meat of the
3 contract, sir.

4 Q. So that means you didn't care whether
5 the customer's name was filled out, correct?

6 MR. GAUMONT: Objection. Form,
7 characterization.

8 A. No, sir.

9 Q. You did care.

10 MR. GAUMONT: Objection. How many
11 questions you got out there?

12 Q. You did care.

13 A. Sir, your question was did I look to see
14 if the name was filled out. And I stated to you
15 that I concentrated solely on the components of
16 the contract, the lease agreement and the price.

17 Q. Was it important to you whether the name
18 of the customer was filled out when you signed
19 the lease?

20 MR. GAUMONT: Objection to form.

21 A. I did not look at the top of the

1 contract on every contract, sir.

2 Q. Was it important to you whether the name
3 of the customer was filled out? That's my
4 question.

5 MR. GAUMONT: Objection to form.

6 A. I can't answer that.

7 Q. I take it then it was not important to
8 you.

9 MR. GAUMONT: Objection.
10 Characterization, form.

11 A. Yes, sir, it was important to me.

12 Q. It was important to you, but you didn't
13 look to see whether it was filled out; is that
14 your testimony?

15 MR. GAUMONT: Objection to form.

16 A. Yes, sir.

17 Q. Okay. But sitting here today, you don't
18 have any recollection as to whether it was filled
19 out completely or not; is that correct?

20 A. No, sir, I don't recall.

21 Q. I will tell you now that the rest of the

1 around it and initials next to it?

2 A. No, sir, it's not.

3 Q. Is that your initials next to Phoenix
4 Color Corporation?

5 A. No, sir, it's not.

6 Q. Don't recognize that as your
7 handwriting.

8 A. That's not my initials.

9 Q. That's not your initials.

10 A. No, sir, it's not.

11 Q. And you don't know whose initials they
12 are or whose handwriting that is?

13 A. No, sir, I don't.

14 Q. All right. Do me a favor and write out
15 your name please and your initials.

16 A. (Witness complies.)

17 MR. FRIEDMAN: Let's have this marked as
18 an exhibit next on behalf of Tyler, Exhibit
19 8.

20 (Whereupon, Tyler Deposition
21 Exhibit No. 8, Mr. Tyler's signature and

1 initials, marked.)

2 Q. Look at the next page where it also has
3 Phoenix Color Corp. Written in place of
4 TechniGraphix with initials next to it with a
5 circle around it. Is that your writing?

6 MR. GAUMONT: Objection.

7 A. No, sir, it's not.

8 Q. And are those your initials next to
9 Phoenix Color Corporation?

10 A. No, sir, it's not.

11 MR. FRIEDMAN: Let's have this marked
12 next, please.

13 (Whereupon, Tyler Deposition
14 Exhibit No. 9, lease agreements, marked.)

15 Q. Tyler Exhibit 9 is a photocopy of a
16 lease dated December the 6th, '99. It could be
17 the same two pages. Is that your signature at
18 the bottom of those two pages?

19 A. Yes, sir, it is.

20 Q. Did this lease agreement appear the same
21 when you signed it as it does today?

1 Q. Did you sign any contracts with any
2 other vendors when you were employed by either
3 TechniGraphix or Phoenix Color?

4 A. I don't recall.

5 Q. Did you ever have a conversation with
6 Bruce Nussbaum about the creditworthiness of
7 TechniGraphix?

8 MR. GAUMONT: Objection to form.

9 A. No, sir.

10 Q. Do you remember having a conversation
11 with Bruce Nussbaum about the lack of
12 creditworthiness of TechniGraphix?

13 MR. GAUMONT: Objection to form.

14 A. No, sir.

15 Q. Do you remember Bruce Nussbaum or
16 anybody from Xerox telling you or stating to you
17 that Xerox was unwilling to extend credit to
18 TechniGraphix for the purchase of equipment or
19 the leasing of equipment?

20 A. No, sir.

21 Q. Do you remember anybody from Xerox

1 telling you that in order for TechniGraphix to
2 lease or purchase equipment from Xerox or
3 refinance, more specifically, as it did in
4 December of 1999, that the contracts would have
5 to be in the name of Phoenix Color or if they
6 were in the name of TechniGraphix they would have
7 to be guaranteed by Phoenix Color?

8 A. No, sir.

9 Q. Is your answer that you don't recall or
10 that no such conversation occurred?

11 A. No such conversation occurred.

12 Q. Why are you so certain of that?

13 A. Because if that conversation had
14 occurred, I immediately had to bring Ed Lieberman
15 in as to why TechniGraphix had a credit problem.

16 Q. You never had any discussion with Ed
17 Lieberman about the lack of credit that
18 TechniGraphix --

19 A. No, sir.

20 Q. -- had with Xerox.

21 A. No, sir.

1 STATE OF MARYLAND

2 SS:

3 I, Ilana E. Johnston, RPR, a Notary Public
4 of the State of Maryland, do hereby certify that
5 the within named, DONALD C. TYLER, personally
6 appeared before me at the time and place herein
7 set out, and after having been duly sworn by me,
8 was interrogated by counsel.

9 I further certify that the examination was
10 recorded stenographically by me and this
11 transcript is a true record of the proceedings.

12 I further certify that I am not of counsel
13 to any of the parties, nor an employee of counsel
14 nor related to any of the parties, nor in any way
15 interested in the outcome of this action.

16 As witness my hand and notarial seal this
17 10th day of March, 2003.

18

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20 My commission expires: _____

21 December 1, 2004

Notary Public

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Baltimore, Maryland
Phone (410) 821-4888 Fax (410) 821-4889